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10/092,101	03/06/2002	Mark Hendricks Leymaster	17243-00043	9571

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EXAMINER

TRAN, QUOC A

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2176

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PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No. 10/092,101	Applicant(s) LEYMASTER ET AL.	
	Examiner Quoc A. Tran	Art Unit 2176	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 11 April 2008.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-11,20-32 and 48 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-11,20-32 and 48 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 11 April 2008 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____ |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

This action is a **Final** rejection in response to amendment/remarks filed on 04/11/2008. Claims 1-11, 20-32 and 48 are pending; Claims 1 and 20 are independent. Claims 12-19, and 33-47 were previously cancelled; Effective filing date **03/06/2002** (GE).

Claim Rejections - 35 USC § 112

The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

Claims 1-11, 20-32, and 48 are rejected under **35 U.S.C. 112, first paragraph**, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention. The amendment to the independent claims 1, 20 and dependent 48, added the limitation “***contractual provision***”, this term was not in the original disclosure. The specification indicates that the invention is directed to complex transaction and uses the term ‘deal’ to define these ‘complex transactions’. In addition nowhere in the disclosure is the word ‘provision’ in relation to ‘deal’.

It is recommended that term “*contractual provision*’ be replaced with “*complex transaction*’. See the current Application Specification at Page 1 Para 2, “Businesses engaging in complex involved transactions, referred to herein as "deals," such as commercial financing, mergers, acquisitions and real estate transactions, generate lengthy and complex documents in order to negotiate, finalize, and document such deals.”

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Claim(s) 1-11, 20-32, and 48 rejected under **35 U.S.C. 112, second paragraph**, INDEFINITE.

Evidence that independent claims 1, 20 and dependent 48, recite the limitation “***contractual provision***”, as explained above this term is not used in the original disclosure, therefore it is indefinite what is being claimed.

In the interest of compact prosecution, the application is further examined against the prior art, as stated below, upon the assumption that the applicants may overcome the above stated rejections under 35 U.S.C. 112.

Interpretations of Claims Language

In the broadest reasonable interpretation, Examine interpret the claimed in light of the specs, It is noted that the terms:

“Contractual provision”, also is read as “complex transaction”. See the current Application Specification at Page 1 Para 2, “Businesses engaging in complex involved transactions, referred to herein as “deals,” such as commercial financing, mergers, acquisitions and real estate transactions, generate lengthy and complex documents in order to negotiate, finalize, and document such deals.”

Also see the current Application Specification at Page 5 Para 31, “the DDACS (Deal Document Assembly Coordination System) is utilized to collect data that relates to a deal involving a business entity relationship or “deal data.” Deal data includes at least one of general business information for a business entity, a deal description or deal definition, a deal template and structure, allied deal information, assembled documents, and the parties involved in the financial transaction or deal. The DDACS prompts the users to input certain deal data, select a class of document to be assembled, and then prompts the user to select from a list of issues and matters those specific documents that are necessary for the business deal. The user is then prompted to supply specific *data for the deal, such as names and dates, and after checking the data for validity and consistency*, the DDACS then enables the user to assemble the output document relating to the business deal so that the deal may be negotiated and documented.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary

skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 1-11, 20-32 and 48 rejected under 35 U.S.C. 103(a) as being unpatentable over **Foy et al.** US 20020046235A1- filed 03/02/2001 (hereinafter Foy), in view of **Broadbent et al.** US 20010047326A1 - filed 05/22/2001 (hereinafter Broadbent),

Independent claim 1, Foy teaches:

A document assembly production system,

(See Foy at Para 3, discloses a method of creating and delivering a document in a computer system comprising a host server and a remote client terminal connected via a data transmission path in which method: the host server transmits to the client terminal in electronic form prompts for guiding a user located at the client terminal through a document creation process; the user enters at the client terminal document creation information identifying the nature of a required document and document data for populating the document; a complete document is created by an automated document creation process at the host server having a structure defined by the document creation information and populated by said document data and the complete document is transmitted in electronic form from the host server to the remote client terminal via the data transmission path.)

comprising: a server having a plurality of templates and other document assembly assets including a plurality of input documents stored therein.

(See Foy at Fig. 4-7 and Para 32, teaching a server having a plurality of templates and other document assembly assets including a plurality of input documents stored therein.)

and at least one remote computer configured to communicate with said server directing said server to access said plurality of templates.

(See Foy at Fig. 4-7 and Para 32, discloses remote computer configured to communicate with said server directing said server to access said plurality of templates.)

Said sever configured to: Prompt a user through the at least one remote computer to select a template from the plurality of templates,

(See Foy at Para 32, discloses remote computer configured to communicate with said server directing said server to access said plurality of templates.)

each template is associated with a class document to be assembled for types of transaction, wherein each document class includes a plurality of document types.

(See Foy at Para 31, discloses each document template 81 has a number of documents, each document 71 having a predetermined structure defined by a plurality of sections 67 in which content objects 63 are received. The templates have various structures, which depend upon the types of documents intended to be created therefrom, wherein each section has a plurality of place-holders 73-80, which act as insertion points for the content appropriate to the section (i.e. *a type of document object is reasonably interprets as a class of the object*).

Also see Foy at Fig 4-5 and also at Para 30, discloses the content objects 63 of each collection 65 are also labeled with structural identifiers 67 indicating to which section of *a document template 81* they relate. Different structural identifiers 67 may relate to, for example, heading sections, overview sections, detail sections and appendices. For example content objects 63 as belonging to a plurality of document components collections 65 A, B, C . . . X, Y based on their subject matter (i.e. *document class*). In this example the document components are clauses of a legal document (i.e. *document type*).

each template includes logic for controlling a structure of the assembled document wherein the logic controls displaying document structure questions and identifying input documents used for performing the document assembly;

(See Foy at Para 39, discloses a logic tree for generating questions 110 for the user, the responses 111 to which questions identify content for inclusion in the template.)

**display document structure questions on the remote computer,
wherein the document structure questions displayed are controlled by
logic and conditions imbedded in the selected template and are displayed
in a tree format,**

(See Foy at Para 39, discloses a logic tree for generating questions 110 for the user, the responses 111 to which questions identify content for inclusion in the template.

See also Foy at Para 15, discloses the system is particularly suitable for the creation of legal documents such as assignments, conveyance documents, employment contracts.)

**receive a response for each document structure question displayed,
wherein the document structure responses determine the document types
included within the assembled document;**

(See Foy at Para 13-15 and 39, discloses a logic tree for generating questions 110 for the user, the responses 111 to which questions identify content for inclusion in the template. an automated document creation process comprising: transmitting in electronic form prompts to a user in accordance with a first set of rules associated with a document type to allow a user to identify clauses for inclusion in the document; transmitting in electronic form questions to a user in accordance with a second set of rules to obtain personal document data for populating the document; and compiling a complete document according to a third set of rules governing inclusion of the clauses in the document and population of the clauses by the personal document data; when

run on a computer, where the system is particularly suitable for the creation of legal documents such as assignments, conveyance documents, employment contracts.)

identify pre-assigned, modifiable input documents from the plurality of input documents compatible with the selected template and the document structure responses for generating the documents to be assembled, the identified input documents including data fill-points;

(See Foy at Para 39, discloses a logic tree for generating questions 110 for the user, the responses 111 to which questions identify content for inclusion in the template.

Also see at Para 13-15, discloses electronic form prompts to a user in accordance with a first set of rules associated with a document type to allow a user to identify clauses for inclusion in the document; transmitting in electronic form questions to a user in accordance with a second set of rules to obtain personal document data for populating the document; and compiling a complete document according to a third set of rules governing inclusion of the clauses in the document and population of the clauses by the personal document data; when run on a computer, where the system is particularly suitable for the creation of legal documents such as assignments, conveyance documents, employment contracts.)

display transaction questions on the remote computer, wherein the transaction questions displayed are controlled by logic and conditions imbedded in the selected template and the document structure responses;

(See Foy at Para 13-15 and 39, discloses a logic tree for generating questions 110 for the user, the responses 111 to which questions identify content for inclusion in the template. an automated document creation process comprising: transmitting in electronic form prompts to a user in accordance with a first set of rules associated with a document type to allow a user to identify clauses for inclusion in the document; transmitting in electronic form questions to a user in accordance with a second set of rules to obtain personal document data for populating the document; and compiling a complete document according to a third set of rules governing inclusion of the clauses in the document and population of the clauses by the personal document data; when run on a computer, where the system is particularly suitable for the creation of legal documents such as assignments, conveyance documents, employment contracts.)

**receive a response for each transaction question displayed, wherein
the transaction responses populate the data fill-points included within the
identified input documents;**

(See Foy at Para 13-15 and 39, discloses a logic tree for generating questions 110 for the user, the responses 111 to which questions identify content for inclusion in the template. an automated document creation process comprising: transmitting in electronic form prompts to a user in accordance with a first set of rules associated with a document type to allow a user to identify clauses for inclusion in the document; transmitting in electronic form questions to a user in accordance with a second set of rules to obtain personal document data for populating the document; and compiling a

complete document according to a third set of rules governing inclusion of the clauses in the document and population of the clauses by the personal document data; when run on a computer, where the system is particularly suitable for the creation of legal documents such as assignments, conveyance documents, employment contracts.)

In addition, Foy does not expressly teach, but Broadbent teaches:

each document type represents specific contractual provisions typically associated with completing the corresponding transaction type, the document structure questions identifying a predetermined plurality of contractual provisions that the user can elect from for inclusion within the assembled document,

(See Broadbent at Para 185, discloses the loan product information is complex, and there are several compliance rules that arise out of different characteristics of the lender's loan product. (i.e. *Complex transaction and deal*)

Also See Broadbent at Para 178 discloses the `loan` structure contains all the information pertaining to a specific loan application, and the type of loan applied for. This is the information that is evaluated by the `rules.contexts.context.if` expression to determine whether the conditions specified in the context definitions are true in the case of a specific loan.

Also see Broadbent at Para 140, teaching Automated Compliance Engine, which is a rule based system, where each expression represents the `if` part of a rule, and the subset of tasks associated with the expression represents the `then` part of a rule.

Also, see Broadbent para 182, teaching for each loan product, a description containing the product attributes that are required for compliance analysis, such as whether ARM, fixed, balloon, index, etc. Each loan application is linked to this information via the loanproductId compliance parameter.

the document structure questions linked to specific document types representing the predetermined plurality of contractual provision, whereby responding to the document structure questions the user includes the selected contractual provisions within the assembled document to complete the transaction type;

Also, see Broadbent fig. 9 and para 140, teaching Automated Compliance Engine, which is a rule based system, where each expression represents the `if` part of a rule, and the subset of tasks associated with the expression represents the `then` part of a rule.

Also, see Broadbent para 182, teaching for each loan product, a description containing the product attributes that are required for compliance analysis, such as whether ARM, fixed, balloon, index, etc. Each loan application is linked to this information via the loanproductId compliance parameter.

It would have been obvious to provide user specific data for populating any clauses of the document (user is prompted to provide information to enable the selection of content) requiring such data as taught by Foy, to includes a means of generating the document structure questions linked to specific document types

representing the predetermined plurality of contractual provision, within the assembled document to complete the transaction type as taught by Broadbent, in order to generate the complex loan product information that is complied with compliance rules that arise out of different characteristics of the lender's loan product. (i.e. *Complex transaction and deal*) See Broadbent at Para 178.)

Independent claim 20,

the rejection of claim 1 is fully incorporated, and is similarly rejected along the same rationale. In addition, Pope teaches:

a database coupled said server for storing a plurality of templates and other document assembly assets including a plurality of input documents.

(See Foy at Fig. 4-7 and Para 32, teaching a server having a plurality of templates and other document assembly assets including a plurality of input documents stored therein.)

Claim 2, Foy teaches:

comprising at least one database coupled to said server, each template stored in said database.

(See Foy at Fig. 4-7 and Para 32, teaching a server having a plurality of templates and other document assembly assets including a plurality of input documents stored therein.)

Claim 3, Foy teaches:

wherein said database comprises at least one security system that limits access to said database to authorized users.

(See Foy para 48, database comprises at least one security system that limits access to said database to authorized users.)

Claim 4, Foy teaches:

wherein said at least one remote computer is further configured to communicate with said server to restructure and reassemble a previously assembled document.

(See Foy at Para 31, discloses each document template 81 has a number of documents, each document 71 having a predetermined structure defined by a plurality of sections 67 in which content objects 63 are received. The templates have various structures, which depend upon the types of documents intended to be created therefrom, wherein each section has a plurality of place-holders 73-80, which act as insertion points for the content appropriate to the section.

Also see Foy at Fig 4-5 and also at Para 30, discloses the content objects 63 of each collection 65 are also labeled with structural identifiers 67 indicating to which section of a *document template 81* they relate. Different structural identifiers 67 may relate to, for example, heading sections, overview sections, detail sections and appendices. For example content objects 63 as belonging to a plurality of document components collections 65 A, B, C . . . X, Y based on their subject matter (i.e. *document*

class). In this example the document components are clauses of a legal document (i.e. *document type*).

Claim 5, Foy teaches:

wherein said at least one remote computer is further configured to communicate with said server to restructure.

(See Foy at the Abstract, discloses host server and a remote client terminal connected via a data transmission path.

Also See Foy at Para 13-15 and 39 discloses a logic tree for generating questions 110 for the user, the responses 111 to which questions identify content for inclusion in the template. an automated document creation process comprising: transmitting in electronic form prompts to a user in accordance with a first set of rules associated with a document type to allow a user to identify clauses for inclusion in the document;

Also, see Foy at Para 7, teaching it is possible to create two or more related documents simultaneously. Each complete document may contain a reference to another document stored at the host server.)

Claim 6,

The rejection of claim 1 is fully incorporated,

In addition Foy does not expressly teach, but Broadbent teaches:

said other assembly assets to assure compliance with state and federal laws, rules, and regulations, and business entity rules, regulations, and policies.

(See Broadbent para 27, teaching the LOS with a platform to allow other entities to underwrite the loan compliance system which contains a rules engine built around the required Federal and State regulations and which tracks and records every step in the process to provide a record of completion for Federal and State regulators and to assure that loan originators meet and exceed federal, state, local and professional laws governing the relations between real estate sales and mortgage lending activities.

It would have been obvious to a person of ordinary skill in the art at the time the invention was made to have modified Broadbent's Automated Compliance Engine (ACE) couples to a rule engine into Foy's document template having a predetermined structure defined by a plurality of sections in which content objects are received. The templates have various structures, which depend upon the types of documents intended to be created therefrom, wherein each section has a plurality of place-holders; provides an assurance that loan originators meet and exceed federal, state, local and professional laws governing the relations between real estate sales and mortgage lending activities (see Broadbent at page 3 paragraph [0027]).

Claim 7, Foy teaches:

wherein said at least one remote computer is further configured to communicate with said server to integrate pre-approved documents from

another computer system into said assembled document as said documents are being assembled.

(See Foy at the Abstract, discloses host server and a remote client terminal connected via a data transmission path.

Also See Foy at Para 13-15 and 39 discloses a logic tree for generating questions 110 for the user, the responses 111 to which questions identify content for inclusion in the template. an automated document creation process comprising: transmitting in electronic form prompts to a user in accordance with a first set of rules associated with a document type to allow a user to identify clauses for inclusion in the document;

Also, see Foy at Para 7, teaching it is possible to create two or more related documents simultaneously. Each complete document may contain a reference to another document stored at the host server.)

Claim 8, Foy teaches:

wherein said at least one remote computer is further configured to communicate with said server to display at least one of a user identity who created said document assembly.

(See Foy at the Abstract, discloses host server and a remote client terminal connected via a data transmission path.

Also See Foy para 48, database comprises at least one security system that limits access to said database to authorized users.)

In addition, Foy does not expressly teach, but Broadbent teaches:

and a workflow status of said document assembly.

(See Broadbent at page 25 paragraph [0271] also see fig. 5 and 20), discloses Automated Compliance Engine (ACE) couples to `Loan Fulfillment Workflow Engine`. governing the relations between real estate sales and mortgage lending activities.

It would have been obvious to a person of ordinary skill in the art at the time the invention was made to have modified Broadbent's Automated Compliance Engine (ACE) couples to a rule engine, includes a workflow status of said document assembly into Foy's document template having a predetermined structure defined by a plurality of sections in which content objects are received. The templates have various structures, which depend upon the types of documents intended to be created therefrom, wherein each section has a plurality of place-holders; provides an assurance that loan originators meet and exceed federal, state, local and professional laws governing the relations between real estate sales and mortgage lending activities (see Broadbent at page 3 paragraph [0027]).

Claim 9, Foy teaches:

**wherein said at least one remote computer is further configured to
communicate with said server,**

(See Foy at the Abstract, discloses host server and a remote client terminal connected via a data transmission path.

In addition, Foy does not explicitly teach, but Broadbent teaches:

A document assembly system in accordance with Claim 1 wherein said at least one remote computer is further configured to communicate with said server to display a report including at least one of a summary of all document assembly elements, a summary of missing and incomplete parameters, and a summary of missing and corrupted document assembly elements.

(See Broadbent at page 25 paragraph [0271] also see fig. 5 and 20), discloses Automated Compliance Engine (ACE) couples to `Loan Fulfillment Workflow Engine`. Using the broadest reasonable interpretation,

the Examiner equates the claimed *display a report including at least one of a summary of all document assembly elements, a summary of missing and incomplete parameters, and a summary of missing and corrupted document assembly elements* as equivalent to `Loan Fulfillment Workflow Engine` as taught by Broadbent.

It would have been obvious to a person of ordinary skill in the art at the time the invention was made to have modified Broadbent's Automated Compliance Engine (ACE) couples to a rule engine, includes said at least one remote computer is further configured to communicate with said server to display a report including at least one of a summary of all document assembly elements, a summary of missing and incomplete parameters, and a summary of missing and corrupted document assembly elements into Foy's document template having a predetermined structure defined by a plurality of sections in which content objects are received. The templates have various structures, which depend upon the types of documents intended to be created therefrom, wherein

each section has a plurality of place-holders; provides an assurance that loan originators meet and exceed federal, state, local and professional laws governing the relations between real estate sales and mortgage lending activities (see Broadbent at page 3 paragraph [0027]).

Claim 10, Foy teaches:

**A document assembly system in accordance with Claim 9
wherein said at least one remote computer.**

(See Foy at the Abstract, discloses host server and a remote client terminal connected via a data transmission path.)

In addition, Foy does not explicitly teach, but Broadbent teaches:

**is further configured to communicate with said server to displayed
the report prior to finalizing the assembly of the fully-formatted
documents.**

(See Broadbent at page 25 paragraph [0271] also see fig. 5 and 20), discloses Automated Compliance Engine (ACE) couples to `Loan Fulfillment Workflow Engine`.

Also see Broadbent at Para 24, discloses for a given loan transaction, the set of tasks required to process and complete the loan transaction, including tasks required by applicably federal or state law, and to track the set of tasks during the process itself to reasonably assure that compliance with these rules and regulations can be reported, or

alternatively, that compliance task completion may be traced to the entity reporting completion.)

Using the broadest reasonable interpretation, the Examiner equates the claimed *assembly of the fully-formatted documents* as equivalent to `Loan Fulfillment Workflow Engine` to complete the loan transaction as taught by Broadbent.

It would have been obvious to a person of ordinary skill in the art at the time the invention was made to have modified Broadbent's Automated Compliance Engine (ACE) couples to a rule engine, include a means of displayed the report prior to finalizing the assembly of the fully-formatted documents into Foy's document template having a predetermined structure defined by a plurality of sections in which content objects are received. The templates have various structures, which depend upon the types of documents intended to be created therefrom, wherein each section has a plurality of place-holders; provides an assurance that loan originators meet and exceed federal, state, local and professional laws governing the relations between real estate sales and mortgage lending activities (see Broadbent at page 3 paragraph [0027]).

Claim 11, Foy teaches:

**wherein said at least one remote computer is further
configured to communicate with said server to provide secure
access to said server such that only authorized users can access
said document assembly data.**

(See Foy at the Abstract, discloses host server and a remote client terminal connected via a data transmission path.

Also see Foy para 48, database comprises at least one security system that limits access to said database to authorized users.)

reports generated by said system relating to said assembled documents, data links provided within said system, and data stored in at least one database coupled to said server.

(See Foy at the Abstract discloses host server and a remote client terminal connected via a data transmission path.

Also see Foy at Fig. 4-7 and Para 32, discloses remote computer configured to communicate with said server directing said server to access said plurality of templates.)

Claims 21-29: (respectively)

the rejections of claims 2-9, which cite above (respectively) are fully incorporated, and are similarly rejected along the same rationale.

Claim 30:

the rejection of claim 11, which cited above, is fully incorporated, and is similarly rejected along the same rationale.

Claim 31:

the rejection of claims 1 and 20, which cite above, are fully incorporated, and is rejected along the same rationale.

Claim 32:

the rejection of claims 1, 10 and 20, which cite are fully incorporated, and is rejected along the same rationale.

Claim 48, Foy teaches:

wherein each document class is associated with a specific type of business transaction and comprises a plurality of document types.

(See Foy at Para 31, discloses each document template 81 has a number of documents, each document 71 having a predetermined structure defined by a plurality of sections 67 in which content objects 63 are received. The templates have various structures, which depend upon the types of documents (i.e. *a type of document object is reasonably interprets as a class of the object*) intended to be created therefrom, wherein each section has a plurality of place-holders 73-80, which act as insertion points for the content appropriate to the section.)

each document type represents specific contractual provisions typically associated with documenting the specific type of business

**transaction including alternative and optional contractual provisions
selectable by the user based on the specific type of business transaction
being documented.**

(See Foy at Para 31, discloses each document template 81 has a number of documents, each document 71 having a predetermined structure defined by a plurality of sections 67 in which content objects 63 are received. The templates have various structures, which depend upon the types of documents intended to be created therefrom, wherein each section has a plurality of place-holders 73-80, which acts as insertion points for the content appropriate to the section.

Also see Foy at Fig 4-5 and also at Para 30, discloses the content objects 63 of each collection 65 are also labeled with structural identifiers 67 indicating to which section of a *document template 81* they relate. Different structural identifiers 67 may relate to, for example, heading sections, overview sections, detail sections and appendices. For example content objects 63 as belonging to a plurality of document components collections 65 A, B, C . . . X, Y based on their subject matter (i.e. *document class*). In this example the document components are clauses of a legal document (i.e. *document type*).

See Foy at Fig. 6 and also at Para 37, discloses the user is led through the process of determining which document types they need and may not necessarily be given a choice in list form from which to select. It is of course also possible for the user to select the type of document desired by clicking through options on the screen.

Also see Foy at Para 15, discloses the document types are legal documents such as assignments, conveyance documents, employment contracts.)

It is noted that any citations to specific, pages, columns, lines, or figures in the prior art references and any interpretation of the references should not be considered to be limiting in any way. A reference is relevant for all it contains and may be relied upon for all that it would have reasonably suggested to one having ordinary skill in the art. See, MPEP 2123.

Response to Arguments

Brief description of cited prior art:

Foy [hereinafter Foy] discloses a system and method wherein the creating and delivering a document in a computer system comprising a host server and a remote client terminal connected via a data transmission path in which method: the host server transmits to the client terminal in electronic form prompts for guiding a user located at the client terminal through a document creation process; the user enters at the client terminal document creation information identifying the nature of a required document and document data for populating the document; a complete document is created by an automated document creation process at the host server having a structure defined by the document creation information and populated by said document data and the complete document is transmitted in electronic form from the host server to the remote client terminal via the data transmission path (see Foy at the abstract and at Para 3).

Foy further discloses the automated document creation process comprising:

transmitting in electronic form prompts to a user in accordance with a first set of rules associated with a document type to allow a user to identify clauses for inclusion in the document; transmitting in electronic form questions to a user in accordance with a second set of rules to obtain personal document data for populating the document; and compiling a complete document according to a third set of rules governing inclusion of the clauses in the document and population of the clauses by the personal document data - (See Foy Fig. 4 and at Para 13 and 32); the above is described in Fig. 4 (see Fig.4 below), which is illustrated the content management engine 72 of the host server 70 can communicate with the user over the internet by means of the browser enabled client terminal 10. The user provides all the document creation information 93, 95, 97 necessary to construct the document. The content management engine 72 sends prompts 78 to the user at the client terminal 10 to guide the user through the document creation process being performed at the host server 70. The user is prompted to enter information 93 regarding the nature of the required documentation which is used to identify a relevant template or set of templates 81. The user is further prompted to provide information 93 to enable the selection of content (clauses for the document).

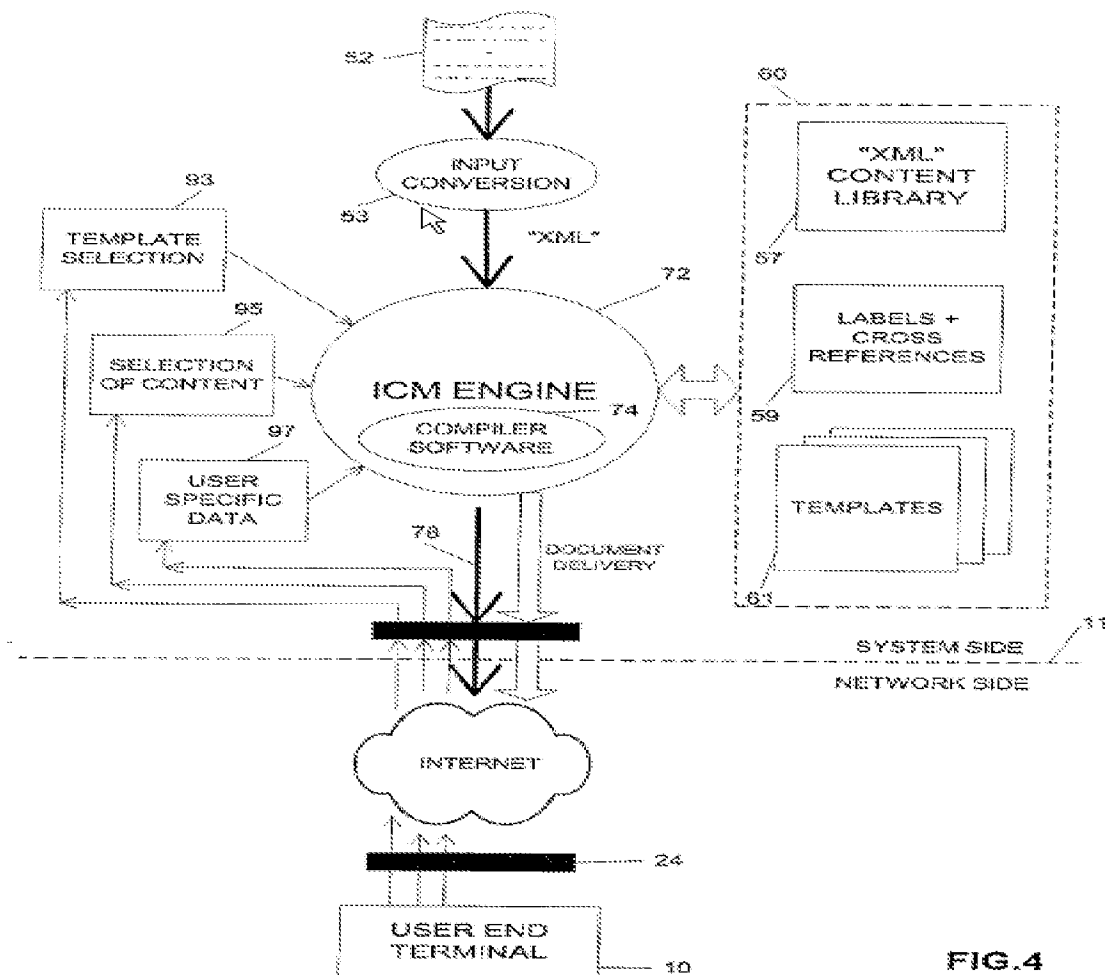


FIG. 4

Broadbent [hereinafter Broadbent] discloses the interface system for a mortgage loan originator compliance engine in that the each document type represents specific loan type associated with completing the corresponding transaction type, the document structure questions identifying a predetermined plurality of contractual provisions that the user can elect from for inclusion within the assembled document arise from compliance rules that arise out of different characteristics of the lender's loan product- See Broadbent at Para 185. Also Broadbent further discloses the 'loan' structure pertaining to a specific loan application, and the type of loan applied for. This is the

information that is evaluated by the `rules.contexts.context.if` expression to determine whether the conditions specified in the context definitions are true in the case of a specific loan the utilizing the `if` part of a rule, and the subset of tasks associated with the expression represents the `then` part of a rule expression to determine whether the conditions specified in the context definitions are true in the case of a specific loan and each loan application is linked to this information via the loanproductId compliance parameter, see Para 178, 140 and 182.

Beginning on page 10/17 of the Remarks (hereinafter the remarks), Applicant argues the following issues, which are accordingly addressed below.

Rejection of Claims 1-11, 20-32 and 48 under 35 U.S.C 112 First and Second
Para-see the remarks Pages 10- → Top Half of page 13:

Applicant argues, 112 rejection is respectful traverse, because Para 32 of applicant disclosure stated, "*it is believed to be reasonably clear from the disclosure and accompanying figures at the time of filing that the documents relate to contractual agreements and provisions. While not required to satisfy the written description requirement, the word "contract" does appear at least in Figure 14. Figure 9 lists a variety of document structures that are recognizable to legal contracts, including but not limited to various types of Security Agreements and an Unsecured Creditor Agreement. Figure 16 clearly refers to LEGAL ENTITIES. Figure 17A refers to trust mortgage*

documents. Paragraph [0032] of the specification as filed states that the system "allows an attorney to review the document before it is presented to the parties." The Office Action quotes to portions of the specifications referring, to commercial financing, acquisitions, and real estate documents that are characterized by legal documents and contracts." See the remarks Page 14, the second and third para).

The examiner disagrees.

As discuss in the rejection above, specifically claims 1-11, 20-32 and 48 is rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the **written description requirement**. The claim contains subject matter which was not described in the Specification in such a way as to reasonably convey to one skilled in the relevant art that the inventors, at the time the application was filed, had possession of the claimed invention. It is noted the applicant's disclosure at Para 32, which is stated, "*Deal data relating to a business deal and the business entities involved in the deal is received by the DDACS and stored in a database. The DDACS updates the database with deal data received, tracks the deal data received, provides deal data to a user, generates reports relating to the business deal, and allows an attorney to review the assembled document before it is presented to the parties.*" , thus there is **no** mention any " .. **contractual provisions** ..." [emphasis added] (see claim 1 Third Para Page 2 of paper dated 04/11/2008) [emphasis added] (see Lines 7-12). Claims 2-11, 20-32 and 48 (see Page 2→Page 9) recite similar limitations. Also applicant's disclosure fig. 9 and 14 and Para 69 and 71 do not mention any "... **contractual provisions** ..." . In

addition, the specification indicates that the invention is directed to complex transaction and uses the term '**deal**' to define these '**complex transactions**' see Fig, 9 and 14. In addition nowhere in the disclosure is the word '**provision**' in relation to '**deal**'. This interpretation is supported by the applicant's disclosure, which is stated, "Businesses engaging in complex involved transactions, referred to herein as "deals," such as commercial financing, mergers, acquisitions and real estate transactions, generate lengthy and complex documents in order to negotiate, finalize, and document such deals." See the current Application Specification at Page 1 Para 2.

Thus, Claims 1-11, 20-32 and 48 fail to comply with the **written description requirement**.

Accordingly, Claims 1-11, 20-32 and 48 fail to comply with 112 second as well because the phase "... **contractual provisions**..." is not in the original disclosure, and because the examiner is not clear of said the relation of provision and deal; since the specification indicates that the invention is directed to complex transaction and uses the term '**deal**' to define these '**complex transactions**' see Fig, 9 and 14. In addition nowhere in the disclosure is the word '**provision**' in relation to '**deal**'. This interpretation is supported by the applicant's disclosure, which is stated, "Businesses engaging in complex involved transactions, referred to herein as "deals," such as commercial financing, mergers, acquisitions and real estate transactions, generate lengthy and complex documents in order to negotiate, finalize, and document such deals." See the current Application Specification at Page 1 Para 2.

In addition , because the application fails to comply with the second requirement of 35 U.S.C. 112, second paragraph; when the claims do not set out and define the invention with a reasonable degree of precision and particularity. In this regard, the definiteness of the language must be analyzed, not in a vacuum, but always in light of the teachings of the disclosure as it would be interpreted by one of ordinary skill in the art. Applicant's claims, interpreted in light of the disclosure, must reasonably apprise a person of ordinary skill in the art of the invention, See MPEP 2106 V.

Thus Examiner interpret the claimed in light of the specs, the phrase “**contractual provision**”, as “**complex transaction**”. See the current Application Specification at Page 1 Para 2, “Businesses engaging in complex involved transactions, referred to herein as "deals," such as commercial financing, mergers, acquisitions and real estate transactions, generate lengthy and complex documents in order to negotiate, finalize, and document such deals.”

Also see the current Application Specification at Page 5 Para 31, “*the DDACS (Deal Document Assembly Coordination System) is utilized to collect data that relates to a deal involving a business entity relationship or "deal data." Deal data includes at least one of general business information for a business entity, a deal description or deal definition, a deal template and structure, allied deal information, assembled documents,*”

Thus the Examiner interprets the claimed in light of the specs, the phrase “**contractual provision**”, as “**complex transaction**” is proper.

In addition applicant argues the rejection of claims 1-11, 20-32 and 48, Under 35

U.S.C. § 103(a) over Foy in view of Broadbent:

The Examiner thank you the applicant for pointing out the typographical error to the Publication number of Broadbent reference, which was previously cited in the heading on Page 6 of the Office Action dated 11/14/2007. The Pub No. of Broadbent [Broadbent et al. US 2001/0047326A1] has been corrected to be consistent with the USPTO form 892 dated 11/14/2007 (see above rejection Page 5).

Firstly: Applicant argues the combination of Foy and Broadbent fail to teach "*assembly production system,*" because Foy does not teach or suggest: "*display document structure questions on the remote computer and display transaction questions on the remote computer.*" as claimed in claim 1. In addition, Broadbent fails to teach "*the document structure questions linked to specific document types representing the predetermined plurality of contractual provisions, wherein by responding to the document structure questions the user includes the selected contractual provisions within the assembled document to complete the transaction type.*" as claimed, See the remarks Page 13 the Bottom Half→ Page 16 First Para.

For purposes of responding to Applicant's argument, the examiner will assume that Applicant is arguing for the patentability of Claim 1.

The examiner disagrees.

As discuss in the rejection above, specifically **Foy** discloses a system and method wherein the creating and delivering a document in a computer system comprising a host server and a remote client terminal connected via a data transmission path in which method: the host server transmits to the client terminal in electronic form prompts for guiding a user located at the client terminal through a document creation process; the user enters at the client terminal document creation information identifying the nature of a required document and document data for populating the document; a complete document is created by an automated document creation process at the host server having a structure defined by the document creation information and populated by said document data and the complete document is transmitted in electronic form from the host server to the remote client terminal via the data transmission path (see Foy at the abstract and at Para 3). Foy further discloses the automated document creation process comprising: transmitting in electronic form prompts to a user in accordance with a first set of rules associated with a document type to allow a user to identify clauses for inclusion in the document; transmitting in electronic form questions to a user in accordance with a second set of rules to obtain personal document data for populating the document; and compiling a complete document according to a third set of rules governing inclusion of the clauses in the document and population of the clauses by the personal document data - (See Foy Fig. 4 and at Para 13 and 32); the above is described in Fig. 4 (see Fig.4 below), which is illustrated the content management engine 72 of the host server 70 can communicate with the user over the

internet by means of the browser enabled client terminal 10. The user provides all the document creation information 93, 95, 97 necessary to construct the document. The content management engine 72 sends prompts 78 to the user at the client terminal 10 to guide the user through the document creation process being performed at the host server 70. The user is prompted to enter information 93 regarding the nature of the required documentation which is used to identify a relevant template or set of templates 81. The user is further prompted to provide information 93 to enable the selection of content (clauses for the document).

In addition, Broadbent discloses the Loan Origination System (LOS), which is the XML based programming interface that allows specific loan and compliance data to be shared between the compliance engine and the client's consumer direct web-based LOS. The XML messages are delivered back and forth between the compliance engine system and the client LOS using HTTPS POST events-See Broadbent at Para 55-57.

Also Broadbent further discloses the interface system for a mortgage loan originator compliance engine in that the each document type represents specific loan type associated with completing the corresponding transaction type, the document structure questions identifying a predetermined plurality of contractual provisions that the user can elect from for inclusion within the assembled document arise from compliance rules that arise out of different characteristics of the lender's loan product-See Broadbent at Para 185. Also Broadbent further discloses the `loan` structure pertaining to a specific loan application, and the type of loan applied for. This is the information that is evaluated by the `rules.contexts.context.if` expression to determine

whether the conditions specified in the context definitions are true in the case of a specific loan the utilizing the `if` part of a rule, and the subset of tasks associated with the expression represents the `then` part of a rule expression to determine whether the conditions specified in the context definitions are true in the case of a specific loan and each loan application is linked to this information via the loanproductId compliance parameter, see Para 178, 140 and 182. Finally, the Loan Fulfillment System 545 assembles the inputs and task requirements for input to the Mortgage Workflow Engine 553; when the loan is finally closed (i.e. all designated tasks completed) this status is communicated to the Compensation & Task Performance Report system 557 for the generation of these reports- See Broadbent at Para 127.

Accordingly, It would have been obvious to provide user specific data for populating any clauses of the document (user is prompted to provide information to enable the selection of content) requiring such data as taught by Foy, to includes a means of generating the document structure questions linked to specific document types representing the predetermined plurality of contractual provision, within the assembled document to complete the transaction type as taught by Broadbent, in order to generate the complex loan product information that is complied with compliance rules that arise out of different characteristics of the lender's loan product (i.e. *Complex transaction and deal*) See Broadbent at Para 178.)

Thus, Foy and Broadbent clearly disclose the assembly production system in that display document structure questions on the remote computer and display transaction

wherein the document structure questions linked to specific document types representing the predetermined plurality of contractual provisions, wherein by responding to the document structure questions the user includes the selected contractual provisions within the assembled document to complete the transaction type and as claimed.

Secondly: Applicant argues that the portions of the Foy reference cited against claim 4 do not appear to implicate "*the restructuring and reassembly of documents*" recited in claim 4 limitation, See the remarks Page 16 Third Para.

For purposes of responding to Applicant's argument, the examiner will assume that Applicant is arguing for the patentability of Claim 4.

The examiner disagrees.

As discuss in the rejection above, and to furhter vie of the follwing fro clarification; specifically **Foy** discloses the automated document creation process comprising: transmitting in electronic form prompts to a user in accordance with a first set of rules associated with a document type to allow a user to identify clauses for inclusion in the document; transmitting in electronic form questions to a user in accordance with a second set of rules to obtain personal document data for populating the document; and compiling a complete document according to a third set of rules governing inclusion of the clauses in the document and population of the clauses by the personal document data - (See Foy Fig. 4 and at Para 13 and 32); prompted to provide

information 93 to enable the selection of content (clauses for the document). This allows the previously assemble document (form) to restructure based upon the electronic form questions to a user in accordance with a second set of rules to obtain personal document data for populating the document.

The above interpretation is supported by the applicant's disclosures, which is stated, *"After completing responses to specific deal information questions 400, system 10 readies the documents to be assembled 420 from the selected deal structure 340 and approved input documents 390. System 10 enables the user to save, re-load, and edit 430 the transaction documents."* see applicant's specs Page 14 Para 54.

Also Broadbent discloses the interface system for a mortgage loan originator compliance engine in that the each document type represents specific loan type associated with completing the corresponding transaction type, the document structure questions identifying a predetermined plurality of contractual provisions that the user can elect from for inclusion within the assembled document arise from compliance rules that arise out of different characteristics of the lender's loan product- See Broadbent at Para 185.

Thus, Foy and Broadbent clearly disclose the restructuring and reassembly of documents as claimed.

Thirdly: Applicant argues that the Foy fails to teach claim 7 because the language of claim 7 does not refer to the creation of two documents simultaneously, as recited in claim 7, See the remarks Page 16 Fourth Para.

For purposes of responding to Applicant's argument, the examiner will assume that Applicant is arguing for the patentability of Claim 7.

The examiner disagrees.

as explained in the above rejection for Claim 7 and further clarification, the Foy teaches the automated document creation process comprising: transmitting in electronic form prompts to a user in accordance with a first set of rules associated with a document type to allow a user to identify clauses for inclusion in the document; transmitting in electronic form questions to a user in accordance with a second set of rules to obtain personal document data for populating the document; and compiling a complete document according to a third set of rules governing inclusion of the clauses in the document and population of the clauses by the personal document data - (See Foy Fig. 4 and at Para 13 and 32); prompted to provide information 93 to enable the selection of content (clauses for the document). This allows the previously assemble document (form) to restructure based upon the electronic form questions to a user in accordance with a second set of rules to obtain personal document data for populating the document.

Also Broadbent discloses the interface system for a mortgage loan originator compliance engine in that the each document type represents specific loan type associated with completing the corresponding transaction type, the document structure questions identifying a predetermined plurality of contractual provisions that the user can elect from for inclusion within the assembled document arise from compliance rules that arise out of different characteristics of the lender's loan product- See Broadbent at Para 185.

Thus, Foy and Broadbent disclose every limitation of Claim 7 and provide proper reasons to combine, as indicated in the above rejections for Claim 7 and further view of the evidence cited herein.

Fourth: Applicant argues that the Foy fails to teach claims 8-10 because the Broadbent Workflow Engine is for the benefit of managing tasks to be performed by multiple "workers" or "agents" that may include multiple and different individuals, organizations, data tables, data processing systems, etc. This is not the workflow status for a document assembly as recited in claim 8 [similar arguments also applied to claims 9-10], See the remarks Page 16 Fifth Para.

For purposes of responding to Applicant's argument, the examiner will assume that Applicant is arguing for the patentability of Claim 8.

The examiner disagrees.

As explained in the above rejection for Claim 8; at page 25 paragraph [0271] also see fig. 5 and 20→ Broadbent discloses Automated Compliance Engine (ACE) couples to 'Loan Fulfillment Workflow Engine' for governing the relations between real estate sales and mortgage lending activities. For further verification Broadbent disclose the workflow process engine records each transaction into an Oracle database in order to create and maintain an audit trail of tasks performed for this loan, when performed, by whom, etc. This database is used for certain reports triggered by other tasks in the workflow process (Broadbent Para 286). This allows 'Loan Fulfillment Workflow Engine' for governing the relations between real estate sales and mortgage lending activities. This interpretation is supported by the applicant's disclosure, which is stated, "*the current stage of the workflow of the deal, ... user interface 580 displays a list of deals 596 that correspond with the information entered as described above in user interface 580*" [emphasis added] See applicant's Specs Page 16 Para 59.

Thus, Foy and Broadbent disclose every limitation of Claims 8-10 and provide proper reasons to combine, as indicated in the above rejections for Claims 8-10 and further view of the evidence cited herein.

Accordingly, for at least all the above evidence claims 1-11, 20-32 and 48, 20- remain rejected at least at this time,

Conclusion

Accordingly **THIS ACTION IS MADE FINAL** See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Quoc A. Tran whose telephone number is 571-272-8664. The examiner can normally be reached on Mon through Fri 8AM - 5PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Doug Hutton can be reached on (571)272-4137. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

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